

PLATFORM SCALE TERMS

1. INTRODUCTION

- 1.1 These terms ('**Platform Scale Terms**') are between the Customer ('**you**', '**your**') and Airwallex (Singapore) Pte. Ltd. ('**us**', '**we**', '**Airwallex**'), together the '**Parties**'.
- 1.2 These Platform Scale Terms set out the terms governing the relationship between the Parties in relation to your use of the Airwallex Scale Solution. Unless you have otherwise agreed in writing with us, by commencing integration or using the Airwallex Scale Solution, you agree to these Platform Scale Terms, the General Terms and the Payout & FX Terms.
- 1.3 The Airwallex Scale Solution is a highly versatile product with different product configurations available to you. These Platform Scale Terms set out the various optionality available to you with respect to the integration and use of the Airwallex Scale Solution.
- 1.4 These Platform Scale Terms are supplemental to, form part of, and must be read together with, the General Terms and Payout & FX Terms which generally govern your use of the Services and any other agreements we may enter into with you in connection with the Scale Activities.
- 1.5 Except as expressly provided, nothing in these Platform Scale Terms alter the terms and conditions of the General Terms and Payout & FX Terms as they apply to your use of the Services. Capitalised terms unless otherwise defined in these Platform Scale Terms, have the meanings given in the Payout & FX Terms Terms.
- 1.6 To the extent there is a conflict between the Payout & FX Terms and these Platform Scale Terms, these Platform Scale Terms will prevail.

2. TERM

These Platform Scale Terms shall be in effect from the Commencement Date until these Platform Scale Terms are terminated in accordance with the Payout & FX Terms ("**Term**").

3. SCALE ACTIVITIES

- 3.1 The Airwallex Scale Solution allows you to integrate certain Services into your Platform and/or to refer Platform Users to Airwallex Group Companies.
- 3.2 Airwallex has a direct contractual relationship with each Platform User for provision of the Scale Activities and other services provided by Airwallex to the Platform Users. We will perform the Scale Activities in accordance with these Platform Scale Terms and with the Platform User Scale Terms entered into with each Platform User.
- 3.3 The Scale Activities consist of us providing you with Services which will:
 - (a) allow you to integrate the Airwallex Scale Solution with your self-hosted Webapp to allow us to perform Scale Activities for you and the Platform Users;
 - (b) allow you to pass to us onboarding information relating to Platform Users;
 - (c) allow Platform Users' Airwallex accounts to be connected with your Airwallex account;
 - (d) allow us to exchange messages with you in relation to a Platform User's Airwallex account, including Platform User Data;
 - (e) allow you to direct debit the Platform Fees from the Platform User's Global Account;

- (f) allow you to initiate payment from the Platform User's Global Account on behalf of the Platform User; and
- (g) allow you to do anything else we approve from time to time as described in the Product Documentation related to the Airwallex Scale Solution.

- 3.4 Scale Activities insofar as they are services we provide to you, form part of the Services set out in the Payment and FX Terms.
- 3.5 By using the Services you confirm that you accept and agree to these Scale Terms together with the Payment & FX Terms (and the additional documents referred to in the Payment & FX Terms).
- 3.6 We will only be required to perform the Scale Activities in relation to a Platform User if and for so long as the relevant Platform User is a mutual customer of the Customer and Airwallex and where Airwallex hold all consents and authorities from the Platform User necessary to perform the relevant Scale Activity. We shall not be obliged to perform Scale Activities in respect of funds received relating to any entity which is not a Platform User.
- 3.7 The Scale Activities will only be performed in connection with your Platform ("**Permitted Purpose**") and you must not facilitate or allow the Scale Activities to be used for any other purpose. You will not use the Airwallex Scale Solution: (a) to access any Platform User Data or conduct any Scale Activity, or attempt to do either, for which a Platform User has not given you authorisation or for which such authorisation has been legitimately suspended or withdrawn; (b) for any unlawful, deceptive, fraudulent or capricious purposes or in any manner harmful to, or intended to harm, anyone; or (c) to circumvent Airwallex' s intended limitations for any feature of the Airwallex Scale Solution or in a manner inconsistent with Product Documentation for the Airwallex Scale Solution.
- 3.8 You are responsible and liable to Platform Users for all Scale Activities on the Platform Users. If a Platform User incurs any losses based on unauthorized Scale Activity initiated by you, or your employees, or your agents, you will be financially liable for such losses.
- 3.9 Except as expressly stated in these Scale Terms, we will perform the Scale Activities on an "as is", "as available" basis without any warranties, conditions and terms, whether express or implied by statute, common law or otherwise (including any implied warranties of satisfactory quality or fitness for a particular purpose or non-infringement), which are excluded to the fullest extent permitted by law.

4. SCALE PRODUCT INTEGRATION

- 4.1 You and Airwallex will agree the method in which you will integrate with the Airwallex APIs prior to Airwallex providing any services to Platform Users in connection with your use of the Airwallex Scale Solution. If you access and integrate with the Airwallex APIs, you must comply with the API Documentation including any Airwallex APIs specific to the Airwallex Scale Solution.
- 4.2 You acknowledge that Airwallex may provide Airwallex services through the Airwallex Webapp directly to Platform Users in addition to the access you may provide through the Hosted Webapp. Airwallex will have exclusive control over the content on their Webapp.
- 4.3 The Airwallex Scale Solution must only be used for the Approved Purpose. If you wish to change the use of the Airwallex Scale Solution, you must seek Airwallex's prior written approval.

5. ONBOARDING & OFFBOARDING PLATFORM USERS

- 5.1 You must display the correct Platform User Documentation via the onboarding procedure for Platform Users who apply to use the Airwallex Scale Solution and ensure that you obtain from Platform Users their agreement to such Platform User Documentation. Each Platform User must receive and agree to Platform User Documentation prior to being approved to use the Airwallex

Scale Solution. You will use reasonable efforts to assist Airwallex in procuring that each Platform User receives and agrees to comply with the Platform User Documentation.

- 5.2 **Authorisations.** You will obtain any written authorisations (including any valid online authorization documents) in the form that we may direct you to obtain from time to time from each Platform User to instruct Airwallex on their behalf in relation to our performance of Scale Activities with respect to the Platform User. You will also obtain authorization from Platform Users to access such Platform User Data including any Personal Data and any Platform User transaction history or information.
- 5.3 Airwallex has ultimate discretion regarding its compliance, credit and other commercial decisions relating to Platform Users, including any decision of whether to perform the Scale Activities and provide other services to any Platform User. Without limitation, Airwallex reserves the right to refuse to provide or continue to perform the Scale Activities and provide other services to Platform Users.
- 5.4 You acknowledge that a Platform User may terminate the association with the Platform by giving notice to Airwallex under the Platform User Terms. If Airwallex accepts the termination, Airwallex will disassociate the Platform User with the Scale Activities and you will no longer receive Platform User Data. If a Platform User terminates the Platform Agreement, you acknowledge that you will no longer have a right to access the Platform User Data, other than to enable you to comply with Applicable Law, and Airwallex will disassociate the Platform User with your Platform. You further acknowledge that upon such termination, Airwallex shall be entitled to consider all consents and authorizations from such Platform User granted to be revoked.

6. PROMOTIONAL ACTIVITY & COMMUNICATIONS WITH CUSTOMERS

- 7.1 You undertake and warrant that:
 - (a) with respect to your promotion or sales activities in connection with the Airwallex Scale Solution, you will use your best endeavours to only promote the Airwallex Scale Solution to corporate clients;
 - (b) you must take care to accurately describe the Airwallex Scale Solution and must not misrepresent any feature of the Airwallex Scale Solution to any person;
 - (c) you must comply with Airwallex's reasonable directions relating to the promotion, sale and marketing of the Airwallex Scale Solution; and
 - (d) you shall at all times ensure that your Platform Services are presented to Platform Users as a distinct service from the Services provided by Airwallex.
- 7.2 Where we do provide written consent, you will be granted a license to use the Airwallex Marks on a non-exclusive, non- transferrable basis on your Platform for purpose of promoting the Airwallex Scale Solution and the Services. You must only use the Airwallex Marks on the section of your Platform or other approved promotional materials that directly relates to the Airwallex Scale Solution. If you refer to an Airwallex Mark, it must link to our website at www.airwallex.com. You must ensure that appropriate trademark attribution to Airwallex is given such as: *The Airwallex name and logos are trademarks of Airwallex or its affiliates.*
- 7.3 We may provide you with brand guidelines relating to the size, relative placement and colour of the Airwallex Marks. You must only use the Airwallex Marks in a way that is consistent with those brand guidelines. If we update our brand guidelines, you must update your use of the Airwallex Marks to conform with the revised brand guidelines within a reasonable time of us giving you notice of the update.
- 7.4 We may terminate your license to use the Airwallex Marks at any time where you breach any agreement with us or we reasonably determine that your use of any Airwallex Mark may impact our business. Upon termination of the license, you agree to promptly remove all Airwallex Marks from your Platform and any associated websites, applications or other formats (whether written or electronic) within a reasonable time.

7. UNDERTAKING

- 7.1 You acknowledge that Airwallex is the holder of a Major Payment Institution Licence (“**MIPL**”) issued by the Monetary Authority of Singapore (“**MAS**”) and that certain services provided to Platform Users are regulated by MAS.
- 7.2 You acknowledge that certain services that you provide in Singapore or in connection with Singapore may be subject to regulatory obligations under the Payment Services Act (“**PSA**”) and you agree that you will at all times comply with the PSA with respect to the Airwallex Scale Solution.
- 7.3 To the extent that you seek to promote your offering of payment services, you must first obtain a MIPL or any other necessary regulatory approval from MAS or otherwise first demonstrate to Airwallex evidence of a relevant exemption under the PSA.
- 7.4 If Airwallex reasonably determines at any time that the nature of the partnership with you, or the Services that you use, constitute an outsourcing arrangement under or in connection with its MIPL or the PSA, then Airwallex may require you to enter into an outsourcing agreement. If you do not agree to the terms of such agreement within 45 days of such request, then either Party may terminate this Master Services Agreement by giving 14 days prior written notice to the other Party.
- 7.5 We may provide you with a unique link or other form of code or identifier to allow us to identify Platform User which operate on your Platform. Where we provide this to you, you must use reasonable commercial endeavours to ensure that Platform Users sign-up through the unique link or code or identifier provided to you and if you do not do so, we may not be able to provide the Scale Activities in respect of that Platform User.
- 7.6 You are solely responsible for the process in which Platform Users log in, authenticate and access the services offered by Airwallex via the Airwallex Scale Solution (“**Authentication Process**”). You must put in place reasonably robust security measures as part of the Authentication Process to ensure that only authenticated Platform Users can access and use the Airwallex Scale Solution.
- 7.7 You must ensure you clearly and prominently explain to Platform Users the nature of the Platform Services and the Scale Activities that you will conduct on their behalf. You shall ensure the Platform Users do not use Airwallex services in violation of Platform User Documentation.
- 7.8 You shall promptly provide us with all information that we may reasonably require from you from time to time in order for us to (i) perform Scale Activities and comply with our obligations under Applicable Law and (ii) perform our obligations, or assess our financial and insurance risks in connection with any Services and Scale Activities provided to you and Platform Users.
- 7.9 You must promptly notify us if:
- (a) you suspect or have actual knowledge that a Platform User is in breach of Applicable Law and provide reasonable cooperation with us in this regard;
 - (b) you are in breach of this Master Service Agreement;
 - (c) you are unable to comply with Applicable Law, these Scale Terms or any of the Master Service Agreement; or
 - (d) any authorisation or consent required to be granted to you by a Platform User pursuant to these Scale Terms or the Master Service Agreement is withdrawn, revoked or otherwise amended by the Platform User.

8. REPRESENTATIONS AND WARRANTIES

- 8.1 In addition to the representations and warranties in the General Terms, you represent and warrant to us that you:

- (a) have the right, power and authority, including under Applicable Law, to enter into these Platform Scale Terms and to perform all of your obligations under it;
- (b) have all applicable licenses and regulatory permissions to use the Airwallex Scale Solution for the Permitted Purpose; and
- (c) will provide us with accurate, up-to-date and complete information at all times.

9. SHARING OF DATA

- 9.1 You and Airwallex acknowledge and agree that to the extent they collect, hold, use or disclose personal information in connection with the Scale Activities, they each act as data controllers and they must comply with their respective obligations under applicable Data Protection Legislation.
- 9.2 We may from time to time, at your request, provide you with information about a Platform User including the balance of their Wallet held in connection with the Scale Activities. You agree that you must only request such information from Airwallex if you have obtained the express consent of the Platform User for the disclosure of such information and Airwallex shall not be required to verify that the consent of the Platform User has been obtained or the information disclosure is within such consent.
- 9.3 You acknowledge and agree that any sharing between you and Airwallex of Platform User Data, including personal information, both of yourself and of Platform Users will be undertaken in accordance with the MSA, our privacy policy and any applicable data processing agreement or any equivalent agreement.
- 9.4 You warrant that you have the legal right to disclose all Platform User Data, including personal information, disclosed to Airwallex under or in connection with these Platform Scale Terms.
- 9.5 You acknowledge and agree that in the event Airwallex process any personal information on your behalf, you, if required by applicable Data Protection Legislation, will inform the applicable third parties of any such processing and serving of personal information by Airwallex and will ensure that such third parties have given any required consents.
- 9.6 For the purposes of these Platform Scale Terms, personal information may be collected, held, used or disclosed in order to:
- (a) provide services to you and Platform Users and manage our relationship with you and Platform User;
 - (b) enable Airwallex to comply with all Applicable Law, including conducting anti-money laundering, financial crime and other screening checks; and
 - (c) enable Airwallex to comply with these Platform Scale Terms, the General Terms, the Payout & FX Terms, the Platform User Documentation and Airwallex's Privacy Policy.
- 9.7 Airwallex's obligation to provide you with any Platform User Data is subject to Airwallex receiving and holding a valid consent from Platform Users.

10. PLATFORM SERVICES

10.1 Your Platform Agreement must:

- (a) provide clear and prominent information about the Platform Services and any Platform Fees (including the amount of such fees and how such fees shall be paid to you), and include a prominent link to your privacy policy;
- (b) disclose any Onboarding Data you will collect, hold, use or disclose including to Airwallex and obtain the consent of the Platform User for such collection, holding, use or disclosure;
- (c) contain any other authorisation necessary for you to perform any Scale Activity you request in connection with these Platform Scale Terms.

10.2 You will not agree to anything with Platform Users, either in your Platform Agreement with them or otherwise, that would conflict with or cause you to be in breach of these Platform Scale Terms, the MSA or any other agreement you have with Airwallex. Your Platform Agreement must explain the Platform Services, how you collect, use and disclose Platform User Data and any Scale Activity you may perform in relation to the Platform Users.

10.3 You acknowledge and agree that:

- (a) you are fully responsible for the Platform Services and you must not state or imply, or do anything which would lead a person to believe, that the Platform Services are provided or endorsed by Airwallex;
- (b) without limiting the General Terms, you will be liable for any failure to provide Airwallex with complete and accurate instructions, and Airwallex shall not be liable to you or any Platform User as a result of any delay or mistake in providing or failure to perform Scale Activities as a result;
- (c) the Platform Agreement is an agreement between you and the Platform User, and Airwallex shall not be required to monitor your or any Platform User's compliance with such agreement.

11. PAYMENT INSTRUCTION AND PLATFORM FEES

11.1 Subject to the provisions of this Clause 11, where you provide us with an instruction to make Payment from the Global Account of a Platform User (including Platform Fees), we shall follow your instructions and transfer the funds, and you will be able to check the balance of the Global Account of the Platform User.

11.2 Subject to any applicable laws and regulations, and the requirements of the regulator, during the Term, we shall not follow any instructions made by any other third parties (other than the Platform User) in relation to the allocation of funds in the Global Account of a Platform User without your written consent.

11.3 **Platform Fees.** You are responsible for clearly communicating the Platform Fees (if any) to Platform Users before they use the Platform Services. We are not responsible for and have no control over any Platform Fees that you may charge the Platform User for the Platform Services.

11.4 **Authorisation to make Payment instructions.** You warrant and undertake that:

- (a) you have and throughout the Term shall have the authority of the Platform User to (on their behalf) instruct us to make Payment from the Global Account of the Platform User from time to time (including the Payment of Platform Fees and other amounts);
- (b) you will provide us with payment instruction that is complete and accurate prior to us initiating payout from Platform User's Global Account, unless agreed otherwise with you from time to time; and
- (c) You shall provide us with payment instruction through the Platform via the Webapp or Airwallex APIs or, if agreed with us in writing, manually via a representative of Airwallex.

11.5 If the Platform User has not transferred sufficient funds to the Intermediary Account for Payment or does not have enough funds in their Global Account to set-off such amount, we will not be able to make the deduction until we have received additional sufficient funds from the Platform User in the Intermediary Account (or received additional sufficient funds in the Platform User's Global Account). Under such circumstance, you may check the balance of the Global Account of the Platform User and provide us with another instruction with the amount equivalent to or less than the balance of

the Global Account of the Platform User, and we shall follow your new instructions to transfer the funds.

12. DISPUTES WITH PLATFORM USERS

12.1 In the event of any complaint or dispute between you and a Platform User, you must settle the dispute directly with the Platform User in accordance with your Platform Agreement. Such disputes cannot be dealt with under these Platform Scale Terms.

12.2 We are not liable to you or any Platform User for your Platform Services and do not guarantee the performance of the Platform Services. You acknowledge and agree that you are solely responsible for the Platform Services. We are not responsible for the acts or omissions of you or Platform Users (including, without limitation, any sums owed between any of such parties), and we will not be liable for any loss caused by you or a Platform User. We are also not responsible for any payment that you may need to make to a Platform User.

12.3 We are not liable for any of the Platform Users' goods or services. You acknowledge and agree that Airwallex's sole obligation is to perform the Scale Activities and provide the Services and you and each Platform User are solely responsible for, and Airwallex has no responsibility or liability for:

- (a) any goods or services that a Platform User sells through the Platform;
- (b) any obligations that a Platform User owes to you, or any obligation you owe to a Platform User; or
- (c) your or a Platform User's compliance with Applicable Law.

12.4 Except as expressly stated in these Platform Scale Terms, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise (including any implied warranties of satisfactory quality or fitness for a particular purpose or non-infringement) are excluded to the fullest extent permitted by law. Airwallex does not make any commitments about content or data in connection with the Scale Activities, the specific functions of the Scale Activities or their accuracy, reliability, availability or ability to meet your needs. Airwallex cannot guarantee that the Airwallex Scale Solution will operate uninterrupted or error-free, that it will always be available, that the information it contains is current or up-to-date, that it will be free from bugs or viruses, or never be faulty.

13. AML/CTF OBLIGATIONS

13.1 In relation to this Clause 13, Airwallex appoints you as its limited agent to collect from Platform User any necessary know-your-customer information relating to the identities of the Platform User and its beneficial owners, and persons acting on behalf of the Platform Users and any other information and associated documentation as reasonably requested by Airwallex to onboard the Platform User as a customer of Airwallex (such information being "**Onboarding Data**", and such collection being the "**Collection Procedures**"). This onboarding information will include, but is not limited to, details of the Platform User's legal name, trading name, business registration number, trust details (if any), directors, shareholders and ultimate beneficial owners.

13.2 **Collection Procedures.** After you pass to us Onboarding Data relating to a Platform User through Airwallex APIs, you agree and undertake the following:

- (a) You shall immediately and systemically pass Onboarding Data to Airwallex in electronically secure format and through electronically secure channels, including through secure information transfer methods agreed by Airwallex;
- (b) You shall perform its obligations under Clause (a) above in accordance with the procedures prescribed by Applicable Law in relation to know-your-customer, customer due diligence, and anti-money laundering and counter-terrorism financing, including without limitation the Notice PSN01 Prevention of Money Laundering and Countering the Financing of Terrorism

- Specified Payment Services and associated regulatory guidelines (the "**AML/CTF Laws**").
- (c) You shall obtain the relevant consents to provide Onboarding Data to Airwallex under this Clause 13.

13.3 **Acknowledgement.** You acknowledge and undertake that Airwallex is relying and may rely on you to collect true, complete, and accurate Onboarding Data from the Platform Users, and that in respect of each Platform User, (i) the Onboarding Data provided to Airwallex is a true, accurate, and complete set/copy of such information and documentation, and results that is or has been in your possession, (ii) the relevant persons have provided consent to the transfer of such Onboarding Data from you to Airwallex, for Airwallex to verify such Onboarding Data and assess whether to onboard the Platform User as a customer of Airwallex, and (iii) you have the full right, power, and authority to lawfully provide such information and documentation to Airwallex, including by the giving of all relevant notices and/or the obtaining of all relevant consents. You confirm that you agree to act as Airwallex's intermediary and perform part of customer due diligence measures pursuant to the AML/CTF Laws.

13.4 **Reliance.** Airwallex is entitled to rely on the Collection Procedures conducted by you, and to obtain and rely on Onboarding Data from you, including upon request without delay. You are not aware of any reason for Airwallex not to be able to rely on the Collection Procedures to be carried out by you or Onboarding Data collected by you.

13.5 **Audit.** You shall permit Airwallex at any time, upon seven (7) days' notice given in writing, to have access to the appropriate part(s) of your premises, systems, equipment, and other materials and facilities to enable Airwallex (or its designated representative) to inspect or audit the same, for the purposes of monitoring compliance with your obligations under this Clause 13. Any inspection or audit conducted under this Clause 13 shall not relieve you of any of your obligations under these Platform Scale Terms.

13.6 **Review and Sample Test.** Airwallex is entitled to review your ability to implement the Collection Procedures and conduct sample test on you from time to time to ensure the Onboarding Data is passed by you upon demand and without undue delay.

14. INDEMNITY

14.1 In addition to the indemnities set out in the Payment & FX Terms, you agree to indemnify, hold harmless, and defend Airwallex and its managers, officers, directors, employees, agents, affiliates, successors, shareholders and permitted assigns (collectively, the "**Indemnified Parties**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including without limitation, professional fees and attorneys' fees, that are incurred by the Indemnified Parties or awarded against any Indemnified Parties in connection with any judicial or administrative proceedings, or any alternative dispute resolution proceedings (collectively, "**Losses**"), arising out of any claim by any third parties, including the Platform Users, alleging:

- (a) you giving us incorrect instructions or failing to provide us with instructions in relation to a Platform User;
- (b) your breach of these Platform Scale Terms, failure to comply with Applicable Laws or our instructions, or your use or misuse of the Airwallex Scale Solution;
- (c) your breach of your obligations to a Platform User or the Platform Agreement;
- (d) any dispute between you and a Platform User;
- (e) breach of Platform User Documentation by a Platform User; and
- (f) any acts, omissions, negligence, misconduct, or fraud by you or a Platform User, your or the Platform User's employees, directors, officers, or representatives, or anyone acting on your or the Platform User's behalf;
- (g) loss or liability arising out of or relating to your Scale Activities, whether initiated by you or not (including all transactions, disputes, refunds, reversals, claims, fines associated with such Scale Activity, or use of the Services in a manner prohibited under these Platform Scale Terms or the Platform User Documentation);
- (h) any inaccurate or incomplete Onboarding Data provided to Airwallex as part of the

- (i) onboarding of the Platform User; and
for Platform User onboarding, your failure to acquire binding acceptance of the Platform User Documentation from any Platform.

15. CHANGING THE PLATFORM SCALE TERMS

We may amend these Platform Scale Terms in the same way as the Payout & FX Terms.

16. TERMINATION AND SUSPENSION

16.1 The Parties can suspend and terminate these Platform Scale Terms in accordance with the General Terms. The suspension or termination of any of the Customer Agreements will immediately suspend or terminate these Platform Scale Terms (as applicable).

16.2 We reserve the right to without notice immediately suspend or terminate all or any part of our agreement with a Platform User, or any of the Scale Activities, in accordance with the Platform User Documentation. You acknowledge and agree that upon the effective date of such termination, we will no longer perform the Scale Activities under these Platform Scale Terms to such Platform User.

16.3 If a Platform User elects to terminate the Platform User Documentation with Airwallex, we will promptly notify you of such termination. You acknowledge and agree that upon the effective date of such termination, Airwallex will no longer perform the Scale Activities under these Platform Scale Terms to such Platform User.

17. GOVERNING LAW

These Platform Scale Terms shall be governed by and constructed in accordance with the laws of Singapore. Each Party irrevocably submits to the exclusive jurisdiction of Singaporean courts over any dispute, controversy or claim (including non-contractual claims) arising under or in connection with these Platform Scale Terms.

18. DEFINITIONS & INTERPRETATION

In these Platform Scale Terms, capitalized terms shall have the following meanings unless otherwise defined in the Master Services Agreement:

Airwallex Scale Solution means the software services provided by Airwallex that enable payment processing and related functions in connection with the Scale Activities for online multi-sided Platforms and other e-commerce platforms.

Platform means the online platform operated by you through which you provide service to Platform Users.

Platform Agreement means your separate agreement(s) with a Platform User for the provision of the Platform Services.

Platform Fees means the fees that are payable by the Platform User to you under your Platform Agreement.

Platform User means any Platform User who has agreed to the Platform Agreement and agreed to the Platform User Documentation, which are in all cases currently in force.

Platform User Data means, in relation to each Platform User, data about them including their transaction information and any information relating to the Scale Activity and/or the Airwallex Scale Solution.

Platform User Documentation means the Platform User Terms, the Payout & FX Terms, the Privacy Policy prepared and provided by Airwallex in relation to the Scale Activities and other services provided by Airwallex to the Platform Users.

Platform Services means the products and services you provide to the Platform User under the Platform Agreement.

Product Documentation means the standard information, materials and other documentation published by Airwallex in relation to the potential use, capabilities and integration options relating to the Airwallex Scale Solution.

Scale Activities means the services provided by us relating to the Airwallex Scale Solution as set out in Clause 3.3 of these Platform Scale Terms.

HONG KONG ADDENDUM TO PLATFORM SCALE TERMS

1. SCOPE

Without limiting the Platform Scale Terms, this Hong Kong Addendum to Platform Scale Terms (this “**Addendum**”) applies with respect to the Customer’s use of the Airwallex Scale Solution in Hong Kong and/or relating to HK Platform Users. This Addendum is supplemental to, form part of, and must be read together with the Platform Scale Terms.

2. DEFINITION

In this Addendum, capitalized terms shall have the following meanings unless otherwise defined in the Master Services Agreement and the Platform Scale Terms:

AWX HK means Airwallex (Hong Kong) Limited which has its office at 34/F, Oxford House, Taikoo Place, 979 King’ s Road, Quarry Bay, Hong Kong.

AWX HK Permitted Jurisdictions means Hong Kong, Mexico and any other jurisdictions as agreed between the parties in writing.

HK Platform Users means Platform Users incorporated in or doing business in AWX HK Permitted Jurisdictions and to which AWX HK provides services.

Hong Kong means Hong Kong SAR, China.

3. BACKGROUND

- 3.1. The Customer shall make it clear that the Airwallex services and/or Scale Activities to HK Platform Users is provided by Airwallex HK in Hong Kong.
- 3.2. The Customer acknowledges that Airwallex HK is licensed as a Money Service Operator (MSO) and is authorised and regulated by the Customs and Excise Department (C&ED) in Hong Kong.
- 3.3. You acknowledge that Airwallex provides products and services that are regulated by C&ED and Applicable Law and that you are also required to comply with Applicable Law to the extent it applies to you when promoting, selling or marketing the Airwallex Scale Solution and/or Scale Activities.

4. MARKETING MATERIALS

- 4.1. The Customer shall ensure any draft content relating to Airwallex Scale Solution and/or Scale Activities and being communicated to HK Platform Users (“**Draft Content**”) must be approved by Airwallex HK and comply with Applicable Law.
- 4.2. Once Airwallex HK has approved the Draft Content with any necessary modifications, Airwallex will provide to the Customer the approved content (“**Approved Content**”). The Customer must not change or modify the Approved Content without obtaining confirmation of Airwallex HK’s written consent pursuant to this clause.
- 4.3. The Customer must comply with Airwallex HK’s reasonable directions regarding the placement and distribution of any such Approved Content.
- 4.4. The Customer’s webapp for HK Platform Users and in relation to the Airwallex Scale Solution may display Airwallex HK name, logo or other identifiers as permitted by Airwallex HK.

5. HK PLATFORM USERS

- 5.1. **Non-solicitation of Platform Users from outside Hong Kong.** The onboarding by Airwallex HK of any Platform Users that are incorporated in, headquartered in or otherwise from AWX HK Permitted Jurisdictions outside Hong Kong and Singapore (“**Overseas Platform Users**”) must be on the Non-

solicitation Basis. Non-solicitation Basis means that there is no active communication with or solicitation of Overseas Platform Users for the purpose of providing Airwallex Scale Solution and/or Scale Activities. No active communication means no active effort by the Customer's sales team to solicit Overseas Platform Users and no advertising or promotion campaigns by the Customer's marketing team in the Overseas Platform Users' home jurisdictions ("**Home Jurisdictions**"). In particular, Customer shall comply with the following requirements:

- (a) Advertising or marketing materials relating to Airwallex Scale Solution should not specifically refer to any Home Jurisdictions as target markets or be specifically directed to customers from Home Jurisdictions.
- (b) Customer Webapp, HK Website, HK eDMs and the Customer's marketing materials shall not indicate or suggest that Airwallex HK's services are being provided in Home Jurisdictions.
- (c) If the Customer has substantial connection or operation in any particular Home Jurisdiction, the Customer should not provide access to the Airwallex Scale Solution to any customers from such Home Jurisdiction or otherwise request Airwallex HK to onboard customers from such Home Jurisdiction.
- (d) Any communication (e.g., by phone, letter, fax or email) with Overseas Platform Users must be made or initiated from outside Home Jurisdictions.

6. MISCELLANEOUS

- 6.1. The Parties may amend this Addendum in the same way as the Payout & FX Terms.
- 6.2. This Addendum will be governed by and constructed in accordance with the laws of Hong Kong. The Hong Kong courts have exclusive jurisdiction to settle any dispute, controversy or claim (including non-contractual disputes or claims arising out of, relating to or having any connection with these terms (for the purpose of this clause, a "**Dispute**") and each Party submits to the exclusive jurisdiction of the Hong Kong courts. For the purposes of this clause 6.2, each Party waives any objection to the Hong Kong courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.